RESALE ATTACHMENT

1 General

1.1 Verizon shall provide to MCIm, in accordance with this Agreement and the requirements of Applicable Law (including, but not limited to, Sections 251(b)(1), 251(c)(4) and 271(c)(2)(B)(xiv) of the Act), Verizon's Telecommunications Services for resale by MCIm (which services, as of the Effective Date in Virginia include, without limitation, Centrex, Station Message Desk Interface (SMDI), Operator Services and Directory Assistance Services ("OS/DA"), Advanced Services (as such term is defined by the FCC), and 311 services; provided that Verizon shall make Advanced Services available either directly or, at its option, through Verizon Advanced Data Inc. (VADI), an affiliated entity that is subject to Section 251(c) of the Act; provided finally, that notwithstanding any other provision of this Agreement but subject to the "change-of-law" provisions of this Agreement, Verizon shall be obligated to provide Telecommunications Services to MCIm for resale only to the extent required by Applicable Law.

1.2 To the extent required under Applicable Law, Verizon will apply to the bills it provides to MCIm under this Attachment, the wholesale discount set forth in the Pricing Attachment of this Agreement to Telecommunications Services that Verizon offers on a retail basis to its customers that are not Telecommunications Carriers.

2 Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by MCIm under this Resale Attachment only for the purpose of resale by MCIm as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by MCIm for other purposes (including, but not limited to, MCIm's own use) must be purchased by MCIm pursuant to other applicable Attachments to this Agreement (if any), or separate written agreements, or obtained out of applicable Verizon Tariffs.

2.2 Resale of Specific Telecommunications Services. MCIm's resale of the Verizon Telecommunications Services described below shall be subject to the following:

2.2.1 Residential service shall only be resold to persons eligible to subscribe to such service from Verizon (persons not so eligible including, but not limited to, business customers or other nonresidential customers (e.g., coin)

2.2.2 Usage allowances described in Verizon's tariffs for any particular Telecommunications Service (e.g., directory assistance free usage allowance) shall not be aggregated by MCIm for more than one end user customer. MCIm, when ordering Verizon tariffed volume discount offerings, if any, may aggregate multiple MCIm end users in order to qualify for such volume discount offerings, subject to any rights Verizon may have under Applicable Law to contest such aggregation.

2.2.3 Lifeline, Link Up America, other means-tested service offerings, and other Voluntary Federal Subscriber Financial Assistance Programs shall only be resold to persons eligible to subscribe to such service offerings from Verizon. Customer service records provided to MCIm in connection with this Attachment will reflect Verizon's current practice of indicating

through use of a code that a customer is subscribing to Lifeline. In addition to any other actions taken by MCIm to comply with this Section 2.2.3, MCIm shall take those actions required by Applicable Law to determine the eligibility of MCIm customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested service offerings, required by Applicable Law. MCIm shall indemnify Verizon in accordance with Section 20 of Part A of this Agreement.

2.2.4 Grandfathered or discontinued service offerings may be resold only to persons eligible to subscribe to such service offerings from Verizon (for purposes of this Attachment, grandfathered Telecommunications Services are Telecommunication Services that Verizon offers to retail end users who were subscribers of such services at the time the service was grandfathered, but which Verizon does not make available to new end users or to end users who were not subscribers to such services at the time the services were grandfathered).

2.2.5 MCIm is subject to the same limitations that Verizon's customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and, (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

2.3 Unless Verizon is required under Applicable Law to make available to MCIm products or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using, Verizon Telecommunications Services, MCIm shall not be eligible to participate in any Verizon plan or program under which Verizon customers may obtain such products or services.

2.4 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to MCIm customers, and will assess such charges upon such interexchange carriers.

2.5 Each Party will work cooperatively with the other Party with respect to practices and procedures for handling of law enforcement and service annoyance calls.

3 Availability of Verizon Telecommunications Services

3.1 Verizon shall provide Telecommunication Services available to MCIm for resale under this Attachment on terms and conditions that are reasonable and non-discriminatory, *including but not limited to, in terms of service quality and* provisioning time intervals. In so doing, Verizon will provide a Verizon Telecommunications Service to MCIm for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent, that such Verizon Telecommunications Service is provided to Verizon's customers.

3.2 Except as otherwise required by Applicable Law and subject to Section 3.1, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw, Verizon Telecommunications Services at any time, without the consent of MCIm.

3.3 Verizon shall not be obligated to offer to MCIm at a wholesale discount Telecommunications Services that Verizon offers pursuant to a short-term promotion as defined in 47 CFR § 51.613.

3.3.1 Where a Verizon Telecommunications Service that is otherwise available for resale by MCIm under this Attachment is subject to a short-term promotion within the meaning of 47 CFR § 51.613, Verizon shall make the Telecommunications Service available to MCIm alternatively at the short-term promotional rate (without applying a wholesale discount) or at the subject service's non-promotional rate less the wholesale discount applicable under this Agreement, if any.

3.3.2 MCIm shall offer a promotion obtained from Verizon only to those MCIm customers who would qualify for the promotion if they received it directly from Verizon; however, Verizon's offering of a particular Telecommunications Service under a promotional discount will not limit MCIm's ability to obtain that service for resale to its customers that do not qualify for the promotion at the service's non-promotional rate less any wholesale discount applicable under this Agreement.

3.4 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to MCIm for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement for services such as selected N11 services, or individual case based pricing arrangement or a special assembly of Telecommunications Services) that Verizon is providing to a Verizon customer at the time the CSA is requested by MCIm.

4 Customer of Record/Responsibility for Charges

4.1 MCIm will be the customer of record for all Verizon Telecommunications Services provided by Verizon to MCIm pursuant to this Resale Attachment. Verizon will take orders from and bill MCIm for all Telecommunications Services provided pursuant to this Resale Attachment.

4.2 MCIm shall be responsible for and pay all charges for any Verizon Telecommunications Services provided by Verizon pursuant to this Resale Attachment.

5 Operations Matters

5.1 Facilities.

5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring, used to provide Verizon Telecommunications Services.

5.1.2 Verizon shall have access at all reasonable times to MCIm customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide the Verizon Telecommunications Services. MCIm shall, at MCIm's

expense, obtain any rights and authorizations necessary for such access.

5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring, provided by MCIm or MCIm customers for use with Verizon Telecommunications Services.

5.2 Branding.

5.2.1 Except as stated in Section 32.1 of Part A, in providing Verizon Telecommunications Services to MCIm, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to MCIm to use Verizon's Marks.

NETWORK ELEMENTS ATTACHMENT

1 General

1.1 Verizon shall provide to MCIm, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to MCIm only to the extent required by Applicable Law and may decline to provide UNEs or Combination to MCIm to the extent that provision of such UNEs or Combination are not required by Applicable Law.

1.1.1 MCIm may use unbundled Network Elements to provide any Telecommunications Service, in accordance with Applicable Law.

1.2 Except as otherwise expressly stated in this Agreement, MCIm shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements and Combinations specifically identified in this Agreement via Collocation in accordance with the Collocation Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to MCIm's Collocation node by means of a Cross Connection.

1.2.1 Verizon shall provide MCIm access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if MCIm orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to MCIm. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of MCIm's request notify MCIm of the lack of available facilities. MCIm may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled local Loop through the demultiplexing of the integrated digitized Loop(s). MCIm may also make a Network Element Bona Fide Request for access to unbundled local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 1.2.1.

1.2.2 **Combinations.** Subject to the conditions set forth in this Section 1, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including, those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to MCIm, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations shall include, but will not be limited to, the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 4 of Part A of this Agreement and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.

1.2.2.1 **UNE Platform ("UNE-P")** is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no collocation requirement associated with MCIm's access of UNE-P as defined herein.

1.2.2.1.1 Subject to the conditions set forth in this Section 1, MCIm may order, and Verizon shall make available, the following two (2) classes of UNE-P Combinations, neither of which is subject to the conditions set forth in the Network Element Bona Fide Request Process:

(i) **Migration** – The transfer of existing retail business or residence service of a Verizon customer to the already combined UNEs that comprise the underlying retail service.

(ii) **New** – The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.

1.2.2.2 Enhanced Extended Link ("EEL") consists of a combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing if required.

1.2.2.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require MCIm to collocate. The Extended Dedicated Trunk Port is dedicated to the use of MCIm in its provisioning of local exchange and associated exchange access service.

1.2.3 Charges, if any, for the conversion of an existing service to Network Elements (including Combinations) and/or the establishment of new UNE-P Combinations shall be as specified in Appendix 1 of the Pricing Attachment.

1.3 If as the result of MCIm customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the MCIm customer premises, MCIm will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in the Pricing Attachment and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

1.4 Central Office Connections. Verizon shall provide and be responsible for all necessary or appropriate connections within its Central Offices or Wire Centers on its side of the demarcation point for each UNE.

1.5 Subject to Applicable Law, the connection of MCIm's facilities, or facilities provided to MCIm by third-parties, with each of Verizon's unbundled Network Elements shall be at any Technically Feasible point within Verizon's network.

2 Verizon's Provision of UNEs

This Attachment describes the initial set of Network Elements which MCIm and Verizon have identified and to which, subject to the conditions set forth in Section 1, Verizon shall provide MCIm access:

2.1 Loops, as set forth in Section 3;

2.2 Line Sharing, as set forth in Section 4;

2.3 Sub-Loops, as set forth in Section 5;

2.4 **Intentionally Left Blank;**

2.5 Dark Fiber, as set forth in Section 7;

2.6 Network Interface Device, as set forth in Section 8;

2.7 Switching Elements, as set forth in Section 9;

2.8 Interoffice Transmission Facilities, as set forth in Section 10;

2.9 Signaling Networks and Call-Related Databases, as set forth in Section 11;

2.10 Operations Support Systems, as set forth in Section 12;

2.11 Other UNEs in accordance with Section 13; and

2.12 Directory Assistance Database, as set forth in Section 5 of the Additional Services Attachment.

3 Loop Transmission Types

Subject to the conditions set forth in Section 1, Verizon shall allow MCIm to access Loops unbundled from local switching and local transport, in accordance with the terms and conditions set forth in this Section 3. The available Loop types are as set forth below:

3.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Bell Atlantic TR-72565, as revised from time-to-time as national and industry standards change. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time as national and industry standards change.

3.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time as national and industry standards change.

3.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 as revised from time-to-time. Descriptions may also be found in Verizon TR-72575, as revised from time to time as national and industry standards change. In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment.

3.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. This Loop type is more fully described in ANSI T1.413 as revised from time-to-time.Descriptions and loop and provisioning characteristics can be found in Verizon TR-72575 as revised from time-to-time as national and industry standards changes. ADSL-Compatible Loops will be available only where existing copper facilities are available and meet applicable specifications. The upstream and downstream ADSL power spectral density masks and dc line power limits in T1.413, as revised from time-to-time, must be met.

3.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time as national and industry standards change, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in Bell Atlantic service areas. MCIm may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.

3.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time as national and industry standards change, must be met. 4-Wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications.

3.7 "4-Wire DS1-Compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-Compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time as national and industry standards change).

3.8 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE

loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1.417.2001) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications.

3.9 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1.417.2001). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1.417.2001. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications.

3.10 "4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to MCIm in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 2, as revised from time-to-time as national and industry standards change.

3.11 "DS-3 Loops" will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. DS-3 specifications are referenced in Verizon's TR72575 as revised from time to time as national and industry standards change).

3.12 "Digital Designed Loops" are comprised of designed loops that meet specific MCIm requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loops. "Digital Designed Loops" may include requests for:

3.12.1 a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;

3.12.2 a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;

3.12.3 a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;

3.12.4 a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;

3.12.5 a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;

3.12.6 a 2 W Digital Designed Metallic Loop with Verizon-placed ISDN loop

extension electronics;

3.12.7 a 2W SDSL Loop with an option to remove bridged tap;

3.12.8 a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap.

3.12.9 a 2W Digital Designed Metallic non-conforming Loop of 18k ft to 30k ft.

3.13 Verizon shall make DSL Loops and Digital Designed Loops available to MCIm at the rates as set forth in the Pricing Attachment.

3.14 The following ordering procedures shall apply to the DSL Loops and Digital Designed Loops:

3.14.1 MCIm shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal Local Service Request ("LSR") or other mutually agreed upon type of service order. Such LSR or service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties and shall include appropriate xDSL ordering codes.

3.14.2 Verizon is conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to MCIm as the process is completed in each Central Office. MCIm must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal LSR for an ADSL, HDSL, IDSL or SDSL Loop. This database will provide information on whether a loop is qualified for x-DSL service, the length of the loop and, if the loop does not qualify for x-DSL service, data on why the loop does not qualify (i.e., presence of Digital Loop Carrier, T-1 in the binder group or load coils). Charges for mechanized loop qualification information are set forth in the Pricing Attachment.

3.14.3 If the Loop is not listed in the mechanized database described in Section 3.14.2, MCIm must request a manual loop qualification prior to submitting a valid electronic LSR for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in the Pricing Attachment. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require additional time due to poor record conditions, spikes in demand, or other unforeseen events. The information obtained under a manual loop qualification will generally be of the same type as that which is available under the mechanized loop qualification set forth in Section 3.14.2 above.

3.14.4 If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), MCIm may request an engineering query, as described in Section 3.14.6, to determine whether the result is due to characteristics of the loop itself.

3.14.5 If MCIm submits a LSR for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that has not been prequalified, Verizon will query the LSR back to the CLEC for qualification and will not accept such LSR until the Loop has been prequalified on a mechanized or manual basis. If MCIm submits a LSR for an ADSL, HDSL, SDSL, IDSL, or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond back to MCIm with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

3.14.6 Where MCIm has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL, or BRI ISDN service in its existing condition, it may either request an engineering query to determine whether conditioning may make the Loop compatible with the applicable service; or if MCIm is already aware of the conditioning required (e.g., where MCIm has previously requested a qualification and has obtained loop characteristics), MCIm may submit an LSR for a Digital Designed Loop. The results of the engineering query can provide the quantity and the locations of load coils, the locations and lengths of bridge taps, as well as actual cable gauges and the length of each gauge. Verizon will undertake to condition or extend the Loop in accordance with this Section 3.14 upon receipt of MCIm's valid, accurate and pre-qualified LSR for a Digital Designed Loop.

3.15 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by MCIm, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

3.15.1 Three (3) business days will be required following receipt of MCIm's valid, accurate and pre-qualified LSR for a Digital Designed Loop to analyze the loop and related plant records and to create an engineering work order.

3.15.2 Upon completion of an engineering query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by MCIm. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.

3.15.3 After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

3.16 If MCIm requires a change in scheduling, it must contact Verizon to issue a supplement to the original LSR. If MCIm cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, MCIm shall compensate Verizon for an engineering work order charge as set forth in the Pricing Attachment. If MCIm cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, MCIm shall compensate Verizon for an engineering work order charge as well as the charges associated with the conditioning tasks performed as set forth in the Pricing Attachment.

3.17 **Conversion of Live Telephone Exchange Service to Analog 2W Loops.**

3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to MCIm Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops") to be provided by Verizon to MCIm:

3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If MCIm does not request a coordinated cutover, Verizon will process MCIm's order as a new installation subject to applicable standard provisioning intervals.

3.17.1.2 MCIm shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from MCIm the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Coordination Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, MCIm and Verizon shall mutually agree on a New Conversion Time, as defined below. MCIm shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide MCIm the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

3.17.1.3 MCIm shall provide dial tone at the MCIm Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time. The RCCC will verify dial tone two days prior to the Scheduled Conversion Time and notify MCIm of any problems found. On the day of the Scheduled Conversion Time, either (i) MCIm will notify the RCCC of the go ahead via a Verizon interactive web - based system; or (ii) the RCCC will contact MCIm before the Scheduled Conversion Time to ensure that both Parties are ready.

3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops service order charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived; and

3.17.1.5.2 If MCIm requests to reschedule outside the one (1) hour time frame above, MCIm shall be charged an additional Analog 2W Loops service order charge for rescheduling the conversion to the New Conversion Time.

3.17.1.6 If MCIm is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional service order charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and MCIm will reschedule, and Verizon will waive the Analog 2W Loop service order charge for the original Scheduled Conversion Time.

3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to MCIm is as follows: 1-9 lines (1 hour), 10-49 lines (2 hours), 50-99 (3 hours), 100-199 lines (4 hours), greater than 199 lines (8 hours).

3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

3.17.1.9 If MCIm requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

3.18 **Integrated Digital Loop Carrier.** When requested by MCIm, Verizon shall provide Loops provisioned over integrated digital loop carrier (IDLC) by removing the circuit from the IDLC system and placing it, where available and at no additional charge to MCIm, onto all-copper facilities to the main distribution frame.

3.19 **Compliance with Industry Standards.** Verizon shall adopt and comply with all applicable national and international industry standards, including those adopted and amended from time to time by ANSI and ITU respectively, for the provision of advanced services.

3.20 **Spectral Compatibility.** Verizon shall not unilaterally determine which advanced services technologies MCIm may deploy, nor will Verizon have unfettered control over spectrum management standards and practices. The Parties shall employ a spectral compatibility process to minimize interference and crosstalk, and to manage the deployment of advanced services in the network. This process must be employed in a competitively neutral manner between Verizon's retail service offering and MCIm's or any third party's service offerings, to allow the widest possible deployment of DSL services and other advanced services.

3.20.1 **Spectral Compatibility Standards.** The Parties shall use spectral compatibility standards, as they become defined by industry standards bodies, such as the T1E1.4 working group of the ANSI, to minimize interference and crosstalk.

3.20.2 Advanced Services Acceptable for Deployment. Any DSL services and other advanced services technologies that comply with existing and future industry standards are presumed acceptable for deployment. Any DSL services and other advanced services technologies which have been or are successfully deployed by any carrier without significantly degrading the performance of other services, or have been approved by the FCC, or any state commission, or an industry standards body, are presumed acceptable for deployment.

3.21 **Spectrum Management.** The Parties shall use spectrum management to manage the deployment of DSL services and other advanced services in the network.

3.21.1 **Spectrum Management Procedures.** If Verizon has pre-existing spectrum management procedures, Verizon shall provide MCIm a copy of these procedures no later than 10 days after the Effective Date. If Verizon has no pre-existing procedures then, no later than 30 days after MCIm's written request, Verizon and MCIm shall begin development of spectrum management procedures and policies. These spectrum management procedures should comply with national standards and Applicable Law. If the development of these procedures is not completed within six months after MCIm's written request to develop these procedures, Verizon and MCIm will jointly seek expedited resolution by the Commission of all remaining issues.

3.21.2 **Binder Group Management.** Assignment of DSL services and other advanced services shall be on a Non-Discriminatory basis within and among Binder Groups; provided that no assignment of DSL services and other advanced services requested by MCIm will be made to a Binder Group containing AMI T1s without the prior written consent of MCIm. Verizon shall effectively manage AMI T1 systems to provide the maximum number of Binders Groups for DSL services and other advanced services deployment while AMI T1 systems are migrated to non-interfering technologies. Verizon shall not assign AMI T1s to Binder Groups containing other non-interfering technologies. As newer copper technologies that cause less interference are developed, Verizon shall develop a plan to migrate to these newer technologies.

3.21.3 Elimination of Interfering Technologies. Verizon: (i) may not add or deploy new AMI T1s (or their equivalent); and (ii) must begin to remove and phase out the use of existing Disturbers. Assignments or

rearrangements to designated Binder Groups will be made so that the fill rate of the Binder Groups reflects the industry standards for such services. Verizon shall not deny any request for DSL services and other advanced services due to spectral interference unless all AMI T1s have been assigned or rearranged to designated Binder Groups and the Binder Groups reflect efficient fill rates.

4 Line Sharing

4.1 "Line Sharing" is an arrangement by which Verizon facilitates MCIm's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that customer by making available to MCIm, solely for MCIm's own use, the frequency range above the voice band on the same copper Loop required by MCIm to provide such services. This Section 4 addresses line sharing over loops that are entirely copper loops. MCIm access to the high frequency portion of the loop ("HFPL") on a copper/fiber hybrid loop shall be provided pursuant to the Subloop provisions of Section 5 of this Attachment and the Collocation Attachment, and in accordance with Applicable Law. The Parties agree that Line Sharing, Line Splitting and stand alone xDSL loops shall be provided in accordance with Applicable Law (including, without limitation, any effective, unstayed order(s) of the Federal Communications Commission in cc Docket Nos. 98-147 and 96-98).

4.2 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide Line Sharing to MCIm for MCIm's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the customer served by the Loop in question; (iii) the Verizon customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by the CLEC on that Loop must not significantly degrade the performance of other services provided on that Loop.

4.3 Verizon shall make Line Sharing available to MCIm at the rates and charges set forth in the Pricing Attachment. In addition to the recurring and nonrecurring charges set forth in the Pricing Attachment for Line Sharing itself, the following rates set forth in the Pricing Attachment are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, and Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by MCIm; (iv) misdirected dispatch charges, service order charges, charges for installation or repair, manual intervention

surcharges, trouble isolation charges, and pair swap/line and station transfer charges; and (v) wideband testing charges, if requested, and OSS charges.

4.4 The following ordering procedures shall apply to Line Sharing:

4.4.1 To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. MCIm must utilize the mechanized or manual Loop qualification processes described in the terms applicable to xDSL and Digital Designed Loops, as referenced in Section 4.4.5, below, to make this determination.

4.4.2 MCIm shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

4.4.3 If the Loop is prequalified by MCIm through the Loop prequalification database, and if a positive response is received and followed by receipt of MCIm's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

4.4.4 If the Loop requires qualification manually or through an engineering query, three (3) additional Business Days will be generally be required to obtain Loop qualification results before an order confirmation can be returned following receipt of MCIm's valid, accurate request. Verizon may require additional time to complete the engineering query where there are poor record conditions, spikes in demand, or other unforeseen events.

4.4.5 If conditioning is required to make a Loop capable of supporting Line Sharing and MCIm orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's customers over such Loops.

4.4.6 The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in Section 4.4.5, above. The provisioning interval for the Line Sharing arrangement shall be three (3) business days; provided, however, that orders that require conditioning, pair swaps, line station transfers or include ten (10) or more loops will require a longer interval. In no event shall the Line Sharing interval applied to MCIm be longer than the interval applied to any Affiliate of Verizon.

4.4.7 MCIm must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for

splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.

4.4.8 The Parties will make reasonable efforts to coordinate their respective roles in Line Sharing in order to minimize provisioning problems and facility issues. Upon Verizon's request, MCIm will provide non-binding, reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

4.5 To the extent required by Applicable Law, MCIm shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, MCIm must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups.

4.6 As described more fully in Verizon Technical Reference 72575, the xDSL technology used by MCIm for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. MCIm's deployment of additional Advanced Services shall be subject to the applicable FCC Rules.

4.7 MCIm may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's customer. MCIm is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 through one of the splitter options described below. MCIm is also responsible for providing its own DSLAM equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by MCIm and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon Affiliate. MCIm must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before MCIm submits an order for Line Sharing.

Splitter Option 1: Splitter in MCIm Collocation Area

In this configuration, the MCIm-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by MCIm in its own Collocation space within the customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the MCIm Collocation area. Any rearrangements will be the responsibility of MCIm.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains an MCIm-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the customer's serving End Office. At MCIm's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by MCIm. The splitter is installed (mounted) in a relay rack between the POT (Point of Termination) Bay and the MDF, and the demarcation point is at the splitter end of the cable connecting the CLEC Collocation and the splitter. Verizon will control the splitter and will direct any required activity. Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to MCIm upon completion of the required augment.

4.7.1 Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated splitter and Collocation charges apply. MCIm must submit a new Collocation application, with the application fee, to Verizon detailing its request. Except as otherwise required by Applicable Law, standard Collocation intervals will apply (unless Applicable Law requires otherwise).

4.7.2 Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay), the splitter installation or augment may be ordered via an application for Collocation augment. Associated splitter and Collocation charges apply. MCIm must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

4.8 Testing shared Loops with Splitter Option 1 and 2 shall be as follows:

4.8.1 Under Splitter Option 1, MCIm may conduct its own physical tests of the shared Loop from MCIm's collocation area. If it chooses to do so, MCIm may supply and install a test head to facilitate such physical tests, provided that: (a) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon Affiliate; and (b) the test head does not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the MCIm-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional MCIm-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

4.8.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by MCIm may install a MCIm-provided test head to enable MCIm to conduct remote physical tests of the shared Loop. This optional MCIm-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The MCIm-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon

Affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the MCIm-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, and maintain the MCIm-provided test head, and will direct all required activity.

4.8.3 Under either Splitter Option, if a Verizon test head has been installed, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to MCIm during normal trouble isolation procedures in accordance with reasonable procedures.

4.8.4 Under either Splitter Option, Verizon will make MLT access available to MCIm via RETAS after the service order has been completed. MCIm will utilize the circuit number to initiate a test.

4.8.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where MCIm has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and MCIm will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that MCIm should reasonably have been able to isolate and diagnose through one of the testing options available to MCIm above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

4.8.6 Verizon and MCIm each have a joint responsibility to educate its customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the customer premise and the point of demarcation in the central office. MCIm will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and MCIm will work together to address customer initiated repair requests and to prevent adverse impacts to the customer.

4.8.7 When Verizon provides inside wire maintenance services to the customer, Verizon will only be responsible for testing and repairing the inside wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade inside wire to clear trouble calls associated with MCIm's Advanced Services. Verizon will not repair any CPE equipment provided by MCIm. Before a trouble ticket is issued to Verizon, MCIm shall validate whether the customer is experiencing a trouble that arises from MCIm's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

4.8.8 In the case of a trouble reported by the customer on its voice-grade service, if Verizon determines the reported trouble arises from MCIm's Advanced Services equipment, splitter problems, or MCIm's activities, Verizon will:

4.8.8.1 Notify MCIm and request that MCIm immediately test the trouble on MCIm's Advanced Service.

4.8.8.2 If the customer's voice grade service is so degraded that the customer cannot originate or receive voice grade calls, and MCIm has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is MCIm's data service.

4.8.8.3 Upon completion of the steps in 4.8.8.1 and 4.8.8.2, above, Verizon may temporarily remove the MCIm-provided splitter from the customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is MCIm's data service.

4.8.8.4 Upon notification from MCIm that the malfunction in MCIm's advanced service has been cleared, Verizon will restore MCIm's advanced service by restoring the splitter on the customer's Loop.

4.8.8.5 Upon completion of the above steps, MCIm will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the customer's line if the cause of the voice interruption was MCIm's data service.

4.8.8.6 Verizon shall not be liable for damages of any kind for disruptions to MCIm's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and MCIm shall indemnify Verizon from any Claims that result from such steps.

4.8.8.7 MCIm may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98),released January 19, 2001. Any line splitting between MCIm and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability immediately, MCIm may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. MCIm or its data partner shall provide any splitters used in a line splitting configuration. Verizon will provide to MCIm any service agreed to by the parties as described and developed by the ongoing DSL

Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences. Verizon will make a good faith effort to have such offerings and procedures available at the same time as in NY, but no later than the Effective Date of this agreement. Verizon shall make Line Splitting available to MCIm at the rates and charges set forth in the Pricing Attachment for the applicable elements and/or components. Such elements and/or components may include, among others, those set forth in Section 4.3 hereof, as well as unbundling switching, loops and transport.

5 Sub-Loop

5.1 **Definition.** The Subloop is any portion of the Loop that is Technically Feasible to access at terminals in Verizon's outside plant. Based on Verizon's assertion that neither Verizon nor its Affiliates own any inside wire in Virginia, the Subloop does not include inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, including, but not limited to, the pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the Loop Feeder/Distribution interface.

5.2 At MCIm's request, Verizon shall provide MCIm, on an unbundled basis: (a) the Loop with all of its Subloop components, or (b) at MCIm's designation, any one or more of the Subloop components, including, but not limited to, Loop Feeder, NID, and Loop Distribution.

5.3 Verizon shall not interfere with MCIm's access to inside wire at any point including, but not limited to, the NID or the minimum point of entry. "Inside wire" is all wire facilities on the customer side of the NID, including inside the customer's premise.

5.4 If the Parties are unable to agree as to whether it is Technically Feasible, or whether sufficient space is available, to unbundle the Subloop at the point where MCIm designates, Verizon shall have the burden of demonstrating to the Commission that there is not sufficient space available, or that it is not Technically Feasible, to unbundle the Subloop at the point requested by MCIm. Further, if a state commission has determined that it is Technically Feasible to unbundle Subloops at a designated point, Verizon shall have the burden of demonstrating that it is not Technically Feasible, or that sufficient space is not available, to unbundle its own Loops at such a point.

5.5 In addition to its obligation to provide Non-Discriminatory access to its Subloops under Section 5.2, Verizon shall provide MCIm a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. The Parties shall in good faith negotiate reasonable terms and conditions regarding a single point of interconnection, including, but not limited to, compensation to Verizon under forward-looking pricing principles. If such negotiations fail to produce a mutually agreeable solution within sixty (60) days after one Party's request to initiate such negotiations, either Party may seek resolution under the Dispute Resolution provision of Part A of this Agreement.

5.6 **Loop Feeder**

5.6.1 **Definition**. "Loop Feeder" is the Network Element that provides connectivity between (i) a Feeder Distribution Interface (FDI) associated with Loop Distribution and a termination point appropriate for the media in a Central Office, or (ii) a Loop Concentrator/Multiplexer in a remote terminal and a termination point appropriate for the media in a Central Office.

5.6.2 **Requirements - Loop Feeder**

5.6.2.1 Verizon shall provide MCIm physical access to the FDI and the right to connect MCIm-provided Loop Feeder to the FDI.

5.6.2.2 The physical medium of the Loop Feeder may be copper twisted pair, or single or multi-mode fiber or other technologies as designated by MCIm. Upon MCIm's request, Verizon shall provide MCIm a copper twisted pair Loop even in instances where the medium of the Loop Feeder for services that Verizon offers is other than a copper facility.

5.6.2.3 The Loop Feeder provided by Verizon must be capable of transmitting analog voice frequency, basic rate ISDN, digital data, optical signals, or analog radio frequency signals as appropriate.

5.6.2.4 Verizon shall provide appropriate power for all active elements in the Loop Feeder. Verizon shall provide appropriate power from a Central Office source, or from a commercial AC source with rectifiers for AC to DC conversion, and 8-hour battery back-up when the equipment is located in an outside plant Remote Terminal.

5.6.3 **Additional Technical Requirements** - DS1 Conditioned Loop Feeder. In addition to the requirements set forth in Section 5.6.2 above, MCIm may designate that the Loop Feeder be conditioned to transport a DS1 signal.

5.6.4 **Additional Technical Requirements** - Optical Loop Feeder. In addition to the requirements set forth in Section 5.6.2 above, MCIm may designate that the Loop Feeder will transport DS3 and OCn.

5.6.5 **Interface Requirements - Loop Feeder**

5.6.5.1 The Loop Feeder Point of Termination (POT) within a Verizon Central Office will be as follows:

5.6.5.1.1 Copper twisted pairs must terminate on the MDF;

5.6.5.1.2 DS1 Loop Feeder must terminate on a DSX1, *DCS1/0 or DCS3/1; and*

5.6.5.1.3 Fiber Optic cable must terminate on a LGX.

5.7 **Distribution.**

5.7.1 **Definition.** "Distribution" provides connectivity between the NID component of Loop Distribution and the terminal block on the End User-

side of a Feeder Distribution Interface (FDI). The FDI is a device that terminates the Distribution and the Loop Feeder, and cross-connects them in order to provide a continuous transmission path between the NID and a Verizon Central Office. There are three basic types of feeder-distribution connection: (i) multiple (splicing of multiple distribution pairs onto one feeder pair); (ii) dedicated (home run); and (iii) interfaced (cross-connected). While older plant uses multiple and dedicated approaches, newer plant and all plant that uses IDLC or other pair-gain technology necessarily uses the interfaced approach. The feeder-distribution interface (FDI) in the interfaced design makes use of a manual cross-connection, typically housed inside an outside plant device (green box) or in a vault or manhole.

The Distribution may be one or a combination of: copper twisted pair, coax cable, single or multi-mode fiber optic cable, or other technologies. Upon MCIm's request, Verizon shall provide MCIm a copper twisted pair Distribution even in instances where the Distribution for services that Verizon offers is other than a copper facility.

5.7.2 **Requirements - Distribution.** Verizon shall provide MCIm with Distribution that satisfies the following requirements:

5.7.2.1 Distribution must be capable of transmitting signals for the following services (as requested by MCIm):

5.7.2.1.1 Two-wire & four-wire analog voice grade Loops;

5.7.2.1.2 Two-wire & four-wire facilities that are capable of transmitting the digital signals needed to provide services such as ISDN, DSL, and DS1-level signals.

5.7.2.2 Distribution must transmit all signaling messages or tones. Where the Distribution includes any active elements that terminate any of the signaling messages or tones, these messages or tones must be reproduced by the Distribution at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.

5.7.2.3 Distribution must support functions associated with provisioning, maintenance and testing of the Distribution itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements with which it is associated.

5.7.2.4 Where Technically Feasible, Distribution must provide performance monitoring of the Distribution itself, as well as provide necessary access for performance monitoring for Network Elements with which it is associated.

5.7.2.5 Verizon shall provide MCIm with physical access to, and the right to connect to, the FDI.

5.7.2.6 Verizon shall offer, at MCIm's sole discretion, Distribution together with, and separately from, the NID component of Distribution.

5.7.3 **Additional Requirements - Special Copper Distribution -** In addition to Distribution that supports the requirements in Section 5.7.2 above, MCIm may designate Distribution to be copper twisted pair unfettered by any intervening equipment (e.g., filters, loading coils, range extenders) so that MCIm can use these facilities for a variety of services by attaching appropriate terminal equipment.

5.7.4 **Additional Requirements - Fiber Distribution.** In addition to the requirements set forth in Section 5.7.2, MCIm may designate fiber optic cable Distribution that is capable of transmitting signals for the following services:

5.7.4.1 DS3 rate service;

5.7.4.2 Optical SONET OCn; and

5.7.4.3 Analog Radio Frequency based services.

5.7.5 **Additional Requirements -** Coaxial Cable Distribution. In addition to the requirements set forth in Section 5.7.2, MCIm may designate coaxial cable (coax) Distribution that is capable of transmitting signals for the following services:

5.7.5.1 Broadband data, either one way or bi-directional, symmetric or asymmetric, at rates between 1.5 Mbps and 45 Mbps and

5.7.5.2 Analog Radio Frequency based services.

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7 Dark Fiber

7.1 Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the Loop, Subloop and interoffice facilities (IOF) portions of Verizon's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering. Dark Fiber is Verizon optical transmission facilities without attached multiplexers, aggregation, or other electronics. To the extent Verizon's fiber contains any lightwave repeaters (e.g., regenerators or optical amplifiers) installed on the fiber, Verizon shall not remove the same.

7.2 A "Dark Fiber Loop" consists of fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

7.2.1 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at MCIm's collocation arrangement and (2) the other end terminates at the customer premise.